

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b>		<b>Page 1 Of 41</b>	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b>		<b>3. Award/Effective Date</b>		<b>4. Order Number</b>		<b>5. Solicitation Number</b> DAAE20-99-R-0211	
<b>6. Solicitation Issue Date</b>							
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> TAMMY KUHL		<b>B. Telephone Number (No Collect Calls)</b> (309) 782-3618		<b>8. Offer Due Date/Local Time</b> 1999SEP09 03:00pm	
<b>9. Issued By</b>  TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630  <b>e-mail:</b> KUHLT@RIA.ARMY.MIL		<b>Code</b> W52H09		<b>10. This Acquisition Is</b> <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: 100 % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A)  <b>SIC:</b> 3484 <b>Size Standard:</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b>	
						<input checked="" type="checkbox"/> See Schedule	
						<input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	
						<b>13b. Rating</b> DOA5	
						<b>14. Method Of Solicitation</b> <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
<b>15. Deliver To</b> SEE SCHEDULE		<b>Code</b>		<b>16. Administered By</b>			
<b>Telephone No.</b>				<b>Code</b>			
<b>17. Contractor/Offeror</b>		<b>Code</b>		<b>Facility</b>		<b>18a. Payment Will Be Made By</b>	
<b>Code</b>						<b>Code</b>	
<b>Telephone No.</b>				<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b>			
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				<input type="checkbox"/> See Addendum			
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>		<b>21. Quantity</b>		<b>22. Unit</b>	
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
<b>25. Accounting And Appropriation Data</b>						<b>26. Total Award Amount (For Govt. Use Only)</b>	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<b>28. Contractor Is Required To Sign This Document And Return</b> <u>1</u> <b>Copies</b> <input checked="" type="checkbox"/> <b>To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.</b>				<b>29. Award Of Contract: Reference</b> _____ <b>Offer</b> <input type="checkbox"/> <b>Dated</b> _____. <b>Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:</b>			
<b>30a. Signature Of Offeror/Contractor</b>				<b>31a. United States Of America (Signature Of Contracting Officer)</b>			
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b>		<b>31c. Date Signed</b>	
<b>32a. Quantity In Column 21 Has Been</b>  <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				<b>33. Ship Number</b> <input type="checkbox"/> Partial <input type="checkbox"/> Final		<b>34. Voucher Number</b>	
<b>32b. Signature Of Authorized Government Representative</b>				<b>32c. Date</b>		<b>35. Amount Verified Correct For</b>	
<b>36. Payment</b> <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				<b>37. Check Number</b>			
<b>38. S/R Account Number</b>				<b>39. S/R Voucher Number</b>		<b>40. Paid By</b>	
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>42a. Received By (Print)</b>			
<b>41b. Signature And Title Of Certifying Officer</b>				<b>41c. Date</b>			
<b>42b. Received At (Location)</b>				<b>42c. Date Recd (YYMMDD)</b>			
<b>42d. Total Containers</b>							

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-99-R-0211 MOD/AMD	Page 2 of 41
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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	52.209-4500	QUALIFIED SUPPLIERS LIST REQUIREMENT	APR/1999
THIS CLAUSE ONLY APPLIES TO - HANDLE, KNIFE BLADE			

(a) Handle, Knife Blade, National Stock Number (NSN): 5110-01-277-5767, part number 12598170 may only be acquired from manufacturers on the Qualified Suppliers List (QSL) which appear on the TACOM QSL for QSL-02: "PLASTIC SPARES PARTS FOR SMALL ARMS" - See web site below for list of QSLs.

(b) A qualified manufacturer is a concern who has met the requirements for qualification and whose name and business address have been entered on the applicable QSL. Contractors should contact the office designated below to arrange for qualification. Unless determined to be in the Government's best interest, this acquisition will not be delayed in order to provide an Offeror an opportunity to met the standards specified for qualification.

(c) The provisions governing qualification, and the applicable qualification criteria may be viewed electronically at the following web site:  
http://www.tacom.army.mil/acqcen/qs1/qs1.htm

(End of clause)

(AS6506)

2	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

- b. If you think that this solicitation:
1. has inappropriate requirements; or
  2. needs streamlining; or
  3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
AMSTA-CM-CR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3224  
Electronic Mail Address: AMSTA-AC-PC@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
- (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

**Name of Offeror or Contractor:**  
  

(End of clause)

(AS7006)

3	52.211-4503	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
	TACOM-RI		

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

4	52.215-4503	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	APR/1999
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**Name of Offeror or Contractor:**

TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aaais.ria.army.mil/aaais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

5	52.233-4503 TACOM-RI	AMC-LEVEL PROTEST PROGRAM	JUN/1998
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(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

6	52.245-4576	NOTICE OF DEMILITARIZATION REQUIREMENT	MAR/1995
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**Name of Offeror or Contractor:**

TACOM-RI

This solicitation and any resulting contract are subject to the ''Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)'' clause contained in Section H of this document.

(End of clause)

(AS7500)

- THIS SOLICITATION IS BEING ISSUED USING FEDERAL ACQUISITION REGULATIONS - FAR PART 12 - COMMERCIAL ACQUISITION AND FAR PART 13 - SIMPLIFIED ACQUISITION PROCEDURES. THE SOLICITATION WILL RESULT IN A AWARD OF A FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR A PERIOD OF FIVE (5) YEARS. ALL PROPOSALS WILL BE EVALUATED ON PRICE AND PAST PERFORMANCE.
- THE GOVERNMENT RESERVES THE RIGHT TO AWARD UP TWO (2) AWARDS FOR A MINIMUM GUARANTEED QUANTITY ON CLIN 0001. IF MULTIPLE CONTRACTS ARE AWARDED EACH SUCCESSFUL OFFEROR WILL EACH BE AWARDED A CONTRACT QUANTITY OF 12,500 EACH FOR THE TOTAL CLIN QUANTITY OF 25,000. ALL OFFERORS SHOULD BE AWARE THAT THE GOVERNMENT IS NOT OBLIGATED TO AWARD ANY ADDITIONAL REQUIREMENTS OTHER THAN THE INITIAL QUANTITY ON CLIN 0001 WHICH COULD BE SPLIT BETWEEN THE TWO SUCCESSFUL OFFERORS, IF MULTIPLE AWARDS ARE MADE.
- ALL OFFERS ARE CAUTIONED TO PROVIDE PRICES FOR ALL PRICING PERIODS AND RANGES ARE DEFINED ON PRICING SUMMARY - ATTACHMENT 01 AND SECTION B - SCHEDULE WHICH CONTAINS THE INITIAL GUARANTEED MINIMUM QUANTITY OF 25,000 EACH OR 12,500 EACH, IF MULTIPLE CONTRACTS ARE AWARDED. THE PROPOSED PRICES IN SECTION B - SCHEDULE ARE FIRM FIXED PRICES AND ARE NON-NEGOTIABLE. HOWEVER, THE PRICES LISTED IN THE PRICING SUMMARY SHEET - ATTACHMENT 001 WILL BE USED AS THE CEILING PRICE FOR THAT RANGE AND PRICING PERIOD AND WILL BE BOUND BY THAT UNIT PRICE. CONSEQUENTLY, OFFERORS ARE CAUTIONED THAT THE CEILING PRICES INDICATED IN THE PRICING SUMMARY SHEET - ATTACHMENT 001 WILL BE USED FOR ANY ADDITIONAL REQUIREMENTS OTHER THAN THE INITIAL QUANTITY STATED IN SECTION B - SCHEDULE.
- ORAL QUOTES WILL REQUESTED FROM ANY SUCCESSFUL OFFEROR(S) PRIOR TO EXECUTION OF ANY SUBSEQUENT DELIVERY ORDERS. SUBSEQUENT DELIVERY ORDERS WILL BE PLACED TO SUCCESSFUL OFFEROR(S) WHO PROVIDES THE GOVERNMENT WITH THE BEST PRICE (NOT TO EXCEED THE CEILING PRICE FOR THAT RANGE IN THAT PRICING PERIOD), PAST PERFORMANCE, ABILITY TO MEET THE DELIVERY SCHEDULE AND CONSIDERING PRODUCTION CAPABILITY.
- THE PRICING PERIODS AND ESTIMATED MINIMUM QUANTITIES AND MAXIMUM ORDER QUANTITIES BY PRICING PERIOD ARE AS FOLLOWS:

PRICING PERIOD (PP) 1      AWARD DATE - 30 SEPTEMBER 2000  
PRICING PERIOD (PP) 2 01 OCTOBER 2000 - 30 SEPTEMBER 2001  
PRICING PERIOD (PP) 3 01 OCTOBER 2001 - 30 SEPTEMBER 2002  
PRICING PERIOD (PP) 4 01 OCTOBER 2002 - 30 SEPTEMBER 2003  
PRICING PERIOD (PP) 5 01 OCTOBER 2003 - 30 SEPTEMBER 2004

			PP 1	PP 2	PP 3	PP 4	PP 5
ITEM 0001 _ M9 Bayonet/Scabbard	EST. MINIMUM QTY	25,000	8,000	8,000	8,000	8,000	8,000
	MAX. ORDER QTY	55,000	55,000	55,000	55,000	55,000	55,000
ITEM 0002    ATTACHING ASSEMBLY	EST. MINIMUM QTY	1	1	1	1	1	1
	MAX. ORDER QTY	3,000	3,000	3,000	3,000	3,000	3,000
ITEM 0003    STRAP, WEBBING	EST. MINIMUM QTY	3,300	1	3,400	1	1	1
	MAX. ORDER QTY	7,000	7,000	7,000	7,000	7,000	7,000
ITEM 0004    HANDLE	EST. MINIMUM QTY	300	1	350	1	300	300
	MAX. ORDER QTY	700	700	700	700	700	700
ITEM 0005    SHARPENING STONE	EST. MINIMUM QTY	1	1	1	6,700	1	1
	MAX. ORDER QTY	12,000	12,000	12,000	12,000	12,000	12,000
ITEM 0006    CUTTER ASSEMBLY	EST. MINIMUM QTY	1	1	1	1	2,300	2,300
	MAX. ORDER QTY	4,000	4,000	4,000	4,000	4,000	4,000

- ALL PRICES WILL BE PROPOSED ON AN FOB DESTINATION BASIS. ALL SHIPMENTS WILL BE SENT TO:

FREIGHT ADDRESS

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Name of Offeror or Contractor:

(W45G19)  
TRANS OFF  
RED RIVER ARMY DEPOT  
TEXARKANA, TX 75507-5000.

5. ALL OFFERORS SHOULD REVIEW ALL PORTIONS OF THE SOLICITATION, WITH SPECIAL ATTENTION TO "QUALIFED LIST REQUIREMENT" LOCATED ON PAGE 2; "INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS" LOCATED ON PAGE 37 THROUGH 39 AND "EVALUATION - COMMERICAL ITEMS" ON PAGE 41.

\*\*\* END OF NARRATIVE A002 \*\*\*

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV  NSN: 1095-01-227-1739 NOUN: BAYONET AND SCABBAR FSCM: 19200 PART NR: 12011860 SECURITY CLASS: Unclassified PRON: M1914827M1      PRON AMD: 06 AMS CD: 070011  Packaging and Marking  Inspection and Acceptance INSPECTION: Certificate of Conformance ACCEPTANCE: Origin  Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD 001 W52H0990881701 W45G19 J 1 DEL REL CD QUANTITY DAYS AFTER AWARD 001 2,000 0090  002 2,000 0120  003 2,000 0150  004 2,000 0180  005 2,000 0210  006 2,000 0240  007 2,000 0270  008 2,000 0300  009 2,000 0330  010 2,000 0360  011 2,000 0390  012 2,000 0420  013 1,000 0450  FOB POINT: Destination  SHIP TO: PARCEL POST ADDRESS (W45G19) XU TRANS OFC RED RIVER ARMY DEPOT TEXARKANA TX 75507	25000	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<div>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</div> <div>NSN: 1095-01-227-1739 NOUN: BAYONET AND SCABBAR FSCM: 19200 PART NR: 12011860 SECURITY CLASS: Unclassified PRON: M1914827M1      PRON AMD: 06 AMS CD: 070011</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: Certificate of Conformance ACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC    </div>				



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W52H0990881701 W45G19 J 1 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 2,000 0090  002 2,000 0120  003 2,000 0150  004 2,000 0180  005 2,000 0210  006 2,000 0240  007 500 0270   FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W45G19) XU TRANS OFC RED RIVER ARMY DEPOT TEXARKANA TX 75507    <u>Supplies or Services and Prices/Costs</u>  <u>DATA ITEM</u>  NOUN: DATA ITEM SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.  A DD 250 IS NOT REQUIRED.    (End of narrative B001)   <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.225.7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6701)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-99-R-0211 <b>MOD/AMD</b>	<b>Page 11 of 41</b>
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**Name of Offeror or Contractor:**

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 12011860 with revisions in effect as of 29 July 1999 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI 12011860	A-A-1898	NO REPLACEMENT REQUIRED.
SPI 12011860	A-A-883	NO REPLACEMENT REQUIRED
SPI 12011860	MIL-B-117	MIL-B-22020
12598185	ITW WATERBURY	ITW WATERBURY BUCKLE
12598185	810-1005-5614	101-0150-5614
12598190	ITW WATERBURY	ITW WATERBURY BUCKLE
12598190	810-1006-5614	101-0150-5614
12598163	QQ-P-35	ASTM A967
12598176	MIL-S-5059	AMS 5905 OR AMS 5912
12598189	MS27980-2B/6B/7B/8B	NASM27980-2B/6B/7B/8B
DOCUMENT	DELETE	REPLACE WITH
QAP 11010010	MIL-STD-105 & AQLS	MIL-STD-1916 VL III FOR MAJOR & VL
		II FOR MINOR CHARACTERISTICS
QAP 11010011	"	"
QAP 12598168	"	"
QAP 12598170	"	"
QAP 12598171	"	"
QAP 12598193	"	"

For QAP 12598168 Pg. 4. under CERTIFICATION PROVISIONS add 403 & 404 as follows:

403 Hardness	CTR	Dwg. 12598167
404 Heat Treatment	CTR	Dwg. 12598167

For QAP 12598193 Pgs. 4 & 5 for Inspection Position D-Buckle Assembly, Female End- Dwg 12598188 change MINOR 204 as follows:

FROM: 204 Distance (5.00) between snap holes	1.5	SMTE
TO: 204 Distance (4.75) between snap holes		SMTE

Pg. 6, PART IV for 406, 407, 408 & 409 replace MS27980-2B/-6B/-7B/-8B with NASM27980-2B/-6B/-7B/-8B/

(CS6100)

2	52.210-4502 TACOM-RI	PHOSPHATE COATING REQUIREMENT	MAR/1995
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The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification DOD-P-16232F, and Interim Amendment 1 (AR), dated 9 Sep 92.

The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank - Automotive and Armament Command, ATTN: AMSTA-CM-1-, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-99-R-0211 <b>MOD/AMD</b>	<b>Page</b> 12 <b>of</b> 41
<b>Name of Offeror or Contractor:</b>		

(End of clause)

(CS6508)

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Name of Offeror or Contractor:		

PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS	SEP/1997

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction 12011860, revision E, dated 18 SEPT 1997. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 01 OCT 1996.

(b) Marking shall be in accordance with MIL-STD-129, ''Standard Practice for Military Marking,'' revision N, dated 15 MAY 1997. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: USE THIS CLAUSE FOR PART NUMBER 12011860 ITEM(CLIN) 0001

(End of clause)

(DS6400)

2	52.211-4502 TACOM-RI	PACKAGING REQUIREMENTS	DEC/1998
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Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.

1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

2. Unit Package

2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.

2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.

3. Intermediate Package

3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.

4. Packing

4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.

4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one

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year.

5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision N, dated 15 MAY 1997. Bar code requirements apply.

EXCEPTION:

USE THIS CLAUSE FOR THE FOLLOWING 5 PART NUMBERS:

12598195  
12598189  
12598170  
12598183  
12956515

(End of clause)

(DS6405)

3	52.247-4521	UNITIZATION/PALLETIZATION	JUL/1998
	TACOM-RI		

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

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INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

Based on an acquisition strategy that this solicitation will be a "commercial buy" using Government technical data packages (commercial items with minor modifications offered for sale), the following addenda is recommended: "The contractor shall ship with a Certificate of Conformance. The contractor's signed certificate shall be attached on the top copy of the Standard Form 1449 distributed to the payment office or attached to the Contracting Administration Officer copy when contract administration (block 16 of the SF 1449) is performed by the Defense Contract Management Command. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the SF 1449 accompanying the shipment. The certificate shall confirm that supplies or services conform in all respects with all contract requirements, and all statements on the SF 1449.

The contractor shall implement and maintain a quality system that ensures the functional and physical conformity of all products furnished under this contract. The quality system shall achieve defect prevention and process control, providing adequate quality controls throughout all areas of contract performance. At any point during contract performance, the Government will have the right to review this quality system to assess its effectiveness in meeting contract requirements.

The contractor shall provide the company's standard commercial warranty coverage for all products furnished under this contract.

A production lot acceptance test sample, randomly selected from the entire lot by a quality assurance inspector, or the Government Quality Assurance Representative if contract administration is performed by DCMC, inspection report shall be submitted to the Government Procuring Contracting Officer for review and approval before the first month's production lot of products will be accepted or shipped. This report shall document only those dimensional inspection results that are unique to the Government furnished Technical Data Package and verification of all processes used. Vendor supplied parts will only require receiving inspection results of Quality Assurance Provision characteristics. Within 30 calendar days after the Government receives the inspection report, the Contracting Officer shall notify the contractor, in writing, of the approval or disapproval of the report. Approval of this report shall not relieve the contractor from complying with all requirements of this contract.

The Government reserves the right to require a subsequent or limited inspection report if changes are made to the Government or contractor technical data, or the contractor makes a significant change in production processes and/or type of material."

\*\*\* END OF NARRATIVE E001 \*\*\*

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DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.247-34	F.O.B. DESTINATION	JAN/1991
3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
4	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
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(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

1. All shipments will be deliveried FOB Destination to the following address:

FREIGHT ADDRESS  
(W45G19)  
TRANS OFF  
RED RIVER ARMY DEPOT  
TEXARKANA, TX 75507-5000.

2a. Initial Contract deliveries of 25,000 each or 12,500 each (if multiple awards are made) shall begin 90 days after date of delivery order at a minimum of 2,000 each per month for the M9 Bayonet and Scabbard (CLIN 0001). All remaining CLINs shall be delivered 90 days after receipt of the delivery order.

b. Any subsequent delivery orders shall be placed with the successful offeror(s) who provides the best price (not to exceed the



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ceiling price for that range in that pricing period), past performance, ability to meet the delivery schedule and considering production capability. Consequently, oral quotes will be requested from any successful offeror(s) prior to the execution of any subsequent delivery orders.

\*\*\* END OF NARRATIVE F001 \*\*\*

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CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
1	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
1	52.246-4500 TACOM-RI	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Tank-Automotive and Armaments Command  
ATTN: AMSTA-LC-CSC-C/CONTRACTING OFFICER  
Rock Island, IL 61299-7630

2. FMS/MAP copies:

-2-

(End of clause)

(HS6502)

2	52.245-4575 TACOM-RI	DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES (CATEGORY I - MUNITIONS LIST ITEMS)	FEB/1995
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(a) Definitions. (i) ''Excess property,'' means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.

(ii) ''Significant Military Equipment (SME),'' means those articles for which special controls are warranted because of their capacity for military utility or capability.

(iii) ''Munitions List Items (MLI),'' means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.

(b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, \_\_\_\_\_ (name and title of Contractor's employee) am the officer  
or employee of \_\_\_\_\_ (name of company) responsible for assuring  
demilitarization requirements have been accomplished. I certify that \*\* (IDENTIFY ITEMS AND  
QUANTITIES) \*\* were demilitarized in accordance with instructions provided in contract \_\_\_\_\_  
\_\_\_\_ (contract number).

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(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

- (i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;
- (ii) Shotguns and all components and parts;
- (iii) Shoulder fired grenade launchers and all components and parts;
- (iv) Man portable rocket launchers and all components and parts;
- (v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;
- (vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;
- (vii) Rifle grenade launchers and all components and parts;
- (viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)
- (ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;
- (x) Technical data related to the manufacture or production of any defense article enumerated above.

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

- (i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.

(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as indicated:

- (i) Silencers, suppressors and mufflers (total destruction).
- (ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.

(4) The following items are considered to be MLI and to not require demilitarization:

- (i) Clips for the M1 Rifle.
- (ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.

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(e) Method and degree of demilitarizations.

(1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.

(2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.

(3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.

(5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.

(6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.

(7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.

(f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled "Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.

(g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.

(h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.

(i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.

(j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.

(k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

(HS7500)

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
3	52.225-10	DUTY-FREE ENTRY	APR/1984
4	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
5	252.244-7000 DFARS	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	FEB/1997
6	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
7	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/1999

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- \_\_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_\_(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- \_\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- \_\_\_\_(4) (i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_\_(ii.) Alternate I to 52.219-5.
- \_\_\_\_(iii.) Alternate II to 52.219-5.
- X \_\_\_\_ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- \_\_\_\_(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- X \_\_\_\_ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_(ii) Alternate I of 52.219-23
- \_\_\_\_ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- \_\_\_\_(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- X \_\_\_\_ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- X \_\_\_\_ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X \_\_\_\_ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X \_\_\_\_ (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-99-R-0211 <b>MOD/AMD</b>	<b>Page 23 of 41</b>
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- X \_\_\_\_ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).
- X \_\_\_\_ (16) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
- \_\_\_\_ (17) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- \_\_\_\_ (18) Reserved.
- \_\_\_\_ (19) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- \_\_\_\_ (20) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- X \_\_\_\_ (21)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- \_\_\_\_ (ii) Alternate I of 52.225-21.
- X \_\_\_\_ (22) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_\_ (23) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- \_\_\_\_ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- X \_\_\_\_ (25) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- \_\_\_\_ (26) 201-39.5202-3, Procurement Authority (FIRM).

(This acquisition is being conducted under -1- delegation of GSA’s exclusive procurement authority for FIP resources. The specific GSA DPA case number is -2-).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- \_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- \_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data,

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regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

- X (1) 52.222-26, Equal Opportunity (E.O. 11246);
- X (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));
- X (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

X (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

( IF6260 )

8	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through THE END OF LAST PRICING PERIOD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

9 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ONE, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of MAXIMUM QUANTITIES AS SET FORTH IN SECTION B - SCHEDULE(ATTACHMENT 001);
- (2) Any order for a combination of items in excess of IN SECTION B - SCHEDULE (ATTACHMENT 0001); or

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within THREE DAYS days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)



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Name of Offeror or Contractor:

(IF6029)

10 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Pricing Summary. The quantities of supplies and services specified in the Pricing Summary are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Pricing Summary up to and including the quantity designated in the Pricing Summary as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Pricing Summary as the "minimum" (estimated total quantity) - CLIN 0001. The Government will only guarantee the acquisition of the estimated quantity for CLIN 0001 based on a 12,500 EACH PER CONTRACT if multiple contracts are awarded. This does not include any acquisition for CLINs 0002 through 0006. Subsequently, all offerors should be aware that the Government is not obligated to award any additional requirements than otherwise stated.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Pricing Summary, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after SEPTEMBER 30, 2004.

(End of clause)

(IF6036)

11 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JAN/1999  
DFARS EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL  
ITEMS

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

☐ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (☐ Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☒ 252.225-7012 Preference for Certain Domestic Commodities.

☒ 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

☒ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

☐ 252.225-7021 Trade Agreements (☐ Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

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**Name of Offeror or Contractor:**

\_\_\_\_252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

X\_\_\_\_252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program  
(\_\_\_\_Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

\_\_\_\_252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

X\_\_\_\_252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

\_\_\_\_252.243-7002 Certification of Requests for Equitable Adjustment

X \_\_\_\_252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

X 252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

(End of clause)

(IA6720)

12            52.244-6            SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS            OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

13            252.211-7005            SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS            MAR/1999  
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council,

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which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

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**Name of Offeror or Contractor:**

LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	PRICING SUMMARY	18-AUG-99	001	
Attachment 002	CD ROM - TDP	29-JUL-99		
Attachment 003	DOCUMENT SUMMARY LIST		001	
Attachment 004	LIST OF ADDRESSES		001	
Exhibit A	CONTRACT DATA REQMT LIST/DD FORM 1423	11-AUG-99	001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

	Regulatory Cite	Title	Date
1	52.2100-4500	ATTACHMENT-DEMILITARIZATION BY MELTING/DEMILITARIZATION OF SURPLUS SMALL ARMS WEAPONS AND PARTS	JAN/1994

Demilitarization by Melting.

Where the contractor does not have facilities to accomplish demilitarization by melting, such demilitarization will be performed by Rock Island Arsenal (RIA). All cleaning, packaging, packing, crating and transportation costs will be borne by the contractor. Correspondence requesting complete instructions for shipping Small Arms Weapons and Small Arms Parts (residue) for melting, should be addressed to:

Commander, Rock Island Arsenal  
Directorate of Logistics  
ATTN: SMCRI-DLD-T (W52R1Q)  
Rock Island, IL 61299-5000

Baseline Instruction for Generating Services:

(a) Only small arms up to and including .50 Caliber, and small arms parts (residue) for which demilitarization by melting is prescribed, will be shipped to RIA for melting.

(b) Items containing magnesium will not be shipped to RIA, but will be demilitarized locally.

(c) Completely degrease and clean small arms weapons, and small arms parts (residue), prior to packaging for shipment to RIA.

(d) Melting, and any additional accumulated costs, will be paid by the generating services, not RIA or TACOM-RI.

(e) A complete computerized serial number (SN) transaction list, by weapons' receiver SN, will be sent to SMCRI-DLD-T prior to shipment of materiel to RIA, for comparison with Department of Defense, Small Arms Serialization Program (DoDSASP) records.

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- (f) Shipments must be received at RIA within 90 days of the generating activities receipt of the "shipment clearance", from SMCRI-DLD-T, RIA.
- Holding (Disposal) Activities.
- (a) The Defense Reutilization & Marketing Office (DRMO), in the holding activity, is responsible for assuring that items for which demilitarization by melting is not prescribed, are not shipped to RIA for melting. Items for which demilitarization by melting is not prescribed, such as ammunition links, will be disposed of locally.
- (b) All nonmetallic parts and nonferrous accessories (slings, oilers, cleaning rods, cleaning brushes, cleaning thongs, holster thongs, holsters, scabbards, carrying cases and bags, wooden and plastic stocks, hand guards, and other extraneous items to include all levels of packaging) WILL BE REMOVED from the material to be demilitarized before shipment, and will be disposed of locally. Where circumstances indicate unwarranted cost to the Government in unpacking, stripping and reporting previously packaged weapons or parts, deviation from this requirement may be requested from Commander, RIA, Directorate of Logistics, SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.
- (c) All shipments to RIA will be packed in sealed numbered containers not to exceed 2,000 pounds per container. CONEX containers are the preferred means of shipping sensitive weapons for demilitarization. Where CONEX containers are used, the 2,000 pound weight limitation does not apply; however, items should not be placed in CONEX containers without being packed in individual containers. Containers will be reinforced and banded sufficiently to withstand shipment without breaking. When shipped by rail, containers will be blocked to prevent shifting, and the boxcars will be sealed.
- (d) Items described in subparagraph (g) below, must be accounted for, identified, and will be placed in containers separate from miscellaneous components and parts. Other miscellaneous components and parts will be shipped to RIA in separate containers, and identified to SMCRI-DLD-T, RIA, as miscellaneous weapons parts, by weight and inventory value.
- (e) Prior to shipment, authority to ship will be obtained from Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.
- (f) Shipping documents will specify number of containers and total weight of material, not otherwise identifiable by name (NOIBN), and will be signed by the shipper. Original and two copies of the shipping documents will be forwarded to Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000, with the shipment.
- (g) In those cases where complete weapons, weapons stripped of nonmetallic parts, silencers, suppressors, mufflers, receivers (or assemblies including receivers), bayonets, trench knives and switchblades, etc., are included in the shipment, RIA, or other consignees', will be advised in advance by teletype, electronic mail (or most expeditious means) to reach the consignee in advance of the shipment, specifying shipping document number; identification number of each container; type of weapons, exact quantity; and acquisition cost (inventory value) of each type of weapon in the container. Telephone may be used in an emergency, provided confirmation is made promptly by teletype, electronic mail, or letter.
- (h) The item count of weapons shipped must agree with count furnished in the advance notice. Weapons will not be withdrawn from the shipment after RIA, or other consignee, is advised of shipment, without notifying the consignee of the change.
- (i) Bill of Lading will reflect:
1. Rail Shipments. Description will be shown as scrap, iron or steel, NOIBN, not copper clad, having value for resmelting purposes only. Rail classification (UFC #9) Item Number 54820.
  2. Truck Shipment. Description will be shown as scrap, iron, or steel, NOIBN, not copper clad, having value for resmelting purposes only. Motor classification (NMFCA10) Item Number 106610.

(End of Clause)

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**Name of Offeror or Contractor:**

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS - ALTERNATE I, II & III	JUN/1999
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(a) Definitions. As used in this provision: Emerging Small Business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Women-owned small business concern means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of it's stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 u.s.c. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

\_\_\_\_ TIN has been applied for.

\_\_\_\_ TIN is not required because:

\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.

\_\_\_\_ Sole proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_ Foreign government;

\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_ Other \_\_\_\_\_

(5) Common Parent.

\_\_\_\_ Offeror is not owned or controlled by a common parent.

\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

Name of Offeror or Contractor:

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it \_\_\_\_\_ is, \_\_\_\_\_ is not a small business concern.

(2) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it \_\_\_\_\_ is \_\_\_\_\_ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern.(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it \_\_\_\_\_ is \_\_\_\_\_ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it \_\_\_\_\_ is \_\_\_\_\_ is not a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it \_\_\_\_\_ is \_\_\_\_\_ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror’s number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror’s average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million

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**Name of Offeror or Contractor:**

☐ Over 1,000      ☐ Over \$17 million

(7) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.).

(i) General. The offeror represents that either -

(A) It  
☐ is  
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concern maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  
☐ has  
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:  
 \_\_\_\_\_.]

(iii) Address. The offeror represents that its address  
☐ is  
☐ is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(8) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia )Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, hong kong, Fiji, Tonga, Kirbati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American )persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(9) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that -

(i) it



Name of Offeror or Contractor:

\_\_\_\_ is  
\_\_\_\_ is not  
a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it  
\_\_\_\_ is  
\_\_\_\_ is not  
a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:  
\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous Contracts and Compliance. The offeror represents that-

(i) It  
\_\_\_\_ has,  
\_\_\_\_ has not,  
participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

(ii) It  
\_\_\_\_ has,  
\_\_\_\_ has not,  
filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that-

(i) It  
\_\_\_\_ has developed and has on file,  
\_\_\_\_ has not developed and does not have on file,  
at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  
\_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Trade Agreements - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act - Trade Agreement - Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program" and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line Item No.	Country of Origin
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(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as ''designated or NAFTA country end products'' as those terms are defined in the clause entitled ''Buy American Act - Trade Agreements - Balance of Payments Program'':

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as ''Caribbean Basin country end products'' as that term is defined in the clause entitled ''Buy American Act - Trade Agreements - Balance of Payments Program'':

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program, is included in this solicitation.)

(i) Each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act - North American Free Trade Agreement Implementation Act-Balance of Payments Program. Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line Item No.	Country of Origin
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(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify below those excluded end products that are NAFTA country end products. Products that are not identified below will not be deemed NAFTA country end products. The following supplies qualify as ''NAFTA country end products'' as that term is defined in the clause entitled ''Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program'':

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<b>Name of Offeror or Contractor:</b>		

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that-

(1) The offeror and/or any of its principals

\_\_\_\_are,

\_\_\_\_are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) \_\_\_\_Have,

\_\_\_\_Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

\_\_\_\_are,

\_\_\_\_are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

(KF7059)

2	252.212-7000	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS	NOV/1995
	DFARS		

(a) Definitions. As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App.Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App, Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The offeror represents that it-

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\_\_\_\_\_Does anticipate that supplies will be transported by sea ion the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract of subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7002)

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**Name of Offeror or Contractor:**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	OCT/1997
2	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
3	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DOA5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

4	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI, ATTN: AMSTA-LC-CSC-C/CONTRACTING OFFICER, ROCK ISLAND, ILLINOIS 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

5	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	JUN/1999
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(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) ''Remit to'' address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0211      MOD/AMD</p>	<p style="text-align: center;"><b>Page 38 of 41</b></p>
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**Name of Offeror or Contractor:**

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information);

CONTRACTOR IS NOT REQUIRED TO SUBMIT ANY PAST PERFORMANCE INFORMATION. THE GOVERNMENT WILL OBTAIN PAST PERFORMANCE INFORMATION FROM VARIOUS SOURCES, SUCH AS CONTRACTING OFFICER KNOWLEDGE OF THE OFFEROR, PREVIOUS CONTRACT HISTORY AND EXPERIENCE, AND THE DEFENSE CONTRACT MANAGEMENT COMMAND (DCMC) PREAWARD MONITOR, ETC.

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government reserves the right to AWARD UP TO TWO (2) CONTRACTS FOR THE INITIAL QUANTITY ON CLIN 0001 OF 25,000 WHICH IS THE MINIMUM GUARANTEED QUANTITY. IF MULTIPLE AWARDS ARE MADE EACH SUCCESSFUL OFFEROR WILL RECEIVE AN AWARD FOR A QUANTITY OF 12,500 EACH. EVALUATION OF OFFERORS WILL BE BASED ON PRICE AND PAST PERFORMANCE WITH AWARD TO THE LOWEST OVERALL RISK TO THE GOVERNMENT. AWARD WILL BE MADE WITHOUT DISCUSSIONS WITH ANY OFFERORS. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; EXCEPT other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. THE GOVERNMENT RESERVES THE RIGHT TO AWARD UP TO TWO (2) CONTRACTS FOR THE CONTRACT QUANTITY OF 12,500 EACH WHICH REPRESENTS THE INITIAL ESTIMATED MINIMUM (GUARANTEED) QUANTITY ON CLIN 0001 OF 25,000 TOTAL. ALL OFFERORS SHOULD BE AWARE THAT THE GOVERNMENT IS NOT OBLIGATED TO AWARD ANY ADDITIONAL REQUIREMENTS OTHER THAN THE GUARANTEED MINIMUM QUANTITY FOR CLIN 0001 - M9 BAYONET AND SCABBARD. ALL OFFERORS ARE CAUTIONED TO PROVIDE UNIT PRICES FOR EACH RANGE IN EACH PRICING PERIOD AS STATED IN ATTACHMENT 001 AS WELL AS THE INITIAL GUARANTEED MINIMUM OF 25,000 EACH AS STATED IN SECTION B - "SCHEDULE". FAILURE TO PROVIDE PRICES FOR EACH RANGE LISTED IN PRICING SUMMARY - ATTACHMENT 0001 AND IN SECTION B - "SCHEDULE" WILL RESULT IN YOUR PROPOSAL BEING CONSIDERED UNTIMELY.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the SCHEDULE and PRICING SUMMARY, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to - GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978. (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the - Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained -

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(A) By telephone at (215) 697-2667/2179; or

(B) Through the DODSSP Internet site at <http://www.d0dssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

(LF7027)

6	52.215-4510	ELECTRONIC BIDS/OFFERS	AUG/1999
	TACOM-RI		

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaibids.ria.army.mil> and click on the icon for additional information.

3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<<http://aaibids.ria.army.mil/aaibids/PaddWeb/index.html>>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

7	52.215-4511	ELECTRONIC AWARD NOTICE	APR/1999
	TACOM-RI		

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and

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**Name of Offeror or Contractor:**

electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

\_\_\_\_\_

(End of provision)

(LS7012)



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Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
1	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
2	52.212-2	EVALUATION - COMMERCIAL ITEMS	JAN/1999

(a) The Government RESERVES THE RIGHT TO AWARD UP TO TWO (2) AWARDS. IF TWO (2) CONTRACTS ARE AWARDED, EACH CONTRACT WILL BE FOR A QUANTITY OF 12,500 EACH WHICH REPRESENTS THE TOTAL INITIAL GUARANTEED MINIMUM QUANTITY ON CLIN 0001 - SEE SECTION B "SCHEDULE". ALL OFFERORS SHOULD BE AWARE THAT THE GOVERNMENT IS NOT OBLIGATED TO AWARD ANY ADDITIONAL REQUIREMENTS OTHER THAN THE INITIAL GUARANTEED MINIMUM QUANTITY OF 25,000 EACH M9 BAYONETS AND SCABBARDS ON CLIN 0001. ALL OFFERORS WILL PROVIDE UNIT PRICES FOR RANGES AND PRICING PERIODS IN ORDER TO BE CONSIDERED TIMELY. Awards will be made to the responsible offerors whose offer conforms to the solicitation and provides the Government with the lowest overall risk based on price and past performance.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror(s) within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

(MF6025)

3	52.215-4507 TACOM-RI	EVALUATION OF OFFERS	MAR/1988
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An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)